

MASTER SERVICE AGREEMENT (GENERAL)

**British Columbia Pension
Corporation**

(The Corporation, we, us, or
our as applicable) at the following address:

2950 Jutland Road
Victoria, British Columbia
Postal code: V8T 5K2
Email: Procurement@pensionsbc.ca

& Contractor Name

(the Contractor, you or your as applicable) at
the following address: **[Enter address information
below]**

Street Address

City, Province

Postal Code

Email: [enter contact's email]

Payment remittance address: same as above

Pension Corporation and the Contractor agree to the terms as attached to this document and in the
schedules outlined below.

Schedule A – Services

The purpose of this document is to establish a Master Service Agreement (MSA) between the parties,
as well as a mechanism to obtain services as and when required. The MSA is based on the Request for
Proposal **xxXXX-XXXxxx** **[Enter RFP #]** dated **Month Day, Year** **[Enter date RFP was issued]** and the
subsequent proposal received from the Contractor dated **Month Day, Year** **[Enter date RFP closed]**.

Statements of Work: Pension Corporation may, from time to time, in its sole discretion, request that
under the terms of the MSA, the Contractor provide the Pension Corporation with the Services and
Deliverables identified in a Statement of Work (SOW). Each SOW will be prepared jointly by the
parties in substantially the form attached as Schedule A or as otherwise expressly agreed by the
parties, will be consistent with the Schedule B – Fees and Expenses and will be duly executed as an
amendment to this agreement in terms 41 and 42 (below). Each SOW will be deemed to incorporate
by reference the terms and conditions of this agreement, unless the applicable SOW expressly
provides otherwise.

Term of this Agreement: From and including: **Month Day, Year** to and including: **Month Day, Year**

The Pension Corporation and the Contractor may enter into a signed written amendment to renew
this Agreement for [insert optional extension(s)].

Schedule B – Fees and Expenses

As per attached Schedule

Billing Date(s): Monthly Pension Corporation Tax Reg. No. 894725100 RT 0001

Schedule C – Insurance & WorkSafeBC

Refer to insurance requirements under Schedule C

Workers' Compensation Board coverage: The Contractor will comply with the *Workers' Compensation Act*, and in particular, will obtain and maintain during the term of this Agreement, the necessary coverage for himself/herself and any employees, and will, upon request of Pension Corporation, provide particulars of such coverage

Schedule D – Privacy Protection Schedule

Signed and delivered on behalf of Pension Corporation by an authorized representative of Pension Corporation

Signed and delivered by or on behalf of the contractor (or by an authorized signatory of the contractor if a corporation).

Authorized representative

Contractor or authorized signatory

Date signed

Date signed

Contractor's obligations

1. You must provide the services described in Schedule A (the Services) in accordance with this Agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this Agreement.
3. Unless otherwise specified in this Agreement, you represent and warrant that the Services will be performed in a professional, ethical, timely and efficient manner using due care and diligence, to the standard and practice of a specialist in the area of the services and in strict conformance with the terms of this Agreement and applicable law and regulations.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. You must comply with reasonable instructions (in writing) as to the performance of the Services, but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor where permitted in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must treat as confidential and not divulge to any person without our written consent any personal information about any identifiable individual (as defined in Schedule D – Privacy Protection Schedule) that you may acquire collect (whether directly or indirectly) as a result of providing the Services. As part of your confidentiality and privacy obligations, you must comply with Schedule D – Privacy Protection Schedule.
9. You must permit us at all reasonable times to have access to and to inspect and copy all material that has been produced by or for you or provided to you or any subcontractor as a result of this Agreement, including, without limitation, accounting records, findings, calculations, software, data, specifications, drawings, reports, and documents, with respect to the Services, whether complete or not (collectively the “work product”).
10. You shall treat as confidential all work product, information, and data, including but not limited to technical, commercial, financial, operational, and any other forms of information, whether produced, accessed, or received as a result of or in connection with this Agreement. You shall not disclose such confidential information to any third party without our prior written consent, except as required by applicable law or to your employees, agents, or subcontractors who have a need to know such information for the purpose of performing this Agreement and who are bound by similar confidentiality obligations. You shall be liable for any breach of these confidentiality obligations by your employees, agents, or subcontractors as if you had breached these obligations yourself. All confidential information shall be protected with the same degree of care with which you protect your own confidential information, but in no event with less than reasonable care.

11. The work product developed by you as a result of this Agreement, and any other property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
12. The copyright in the work product developed by you as a result of this Agreement belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the work product and confirming the vesting of the copyright in us.
13. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule C, if any, as modified from time to time in accordance with our directions.
14. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this Agreement.
15. You must comply with all applicable laws.
16. You shall not access, use, reproduce, display, perform, or modify any of our information, materials, documents, data or other content ("Corporation Data") to create any derivative works thereof including by: (i) aggregating or anonymizing the Corporation Data; (ii) using the Corporation Data as training data for machine learning or artificial intelligence methods; and/or (iii) using the Corporation Data in any way to improve or modify the Services, for any purpose without our express written consent. For the avoidance of doubt, Corporation Data includes any personal information, as defined in Schedule D - Privacy Protection Schedule, and the Corporation's confidential information.
17. You must indemnify, save harmless and (to the extent requested by us) defend each of us and our directors, officers, employees and agents (the "BC Pension Parties") from any losses, claims, damages, actions, causes of action, costs, penalties, fines, and expenses of whatever kind (including reasonable legal fees and costs) that any the BC Pension Parties may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, in connection with, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the services. For clarity, this indemnity includes but is not limited to (a) first-party costs and expenses incurred by the Corporation such as those connected with any unauthorized access, use or disclosure of personal information and those incurred to remediate, mitigate risk to the Corporation and affected individuals, and notify such individuals, organizations, and governmental agencies; and (b) third-party claims in respect of the BC Pension Parties. You may not, without our prior written consent (not to be unreasonably withheld or delayed), settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim, unless such settlement, compromise or consent: (i) includes an unconditional release of the BC Pension Parties from all liability arising out of such commenced or threatened claim, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the BC Pension Parties. The obligations under this section are not limited to third-party claims but shall also apply to any claims we may assert against you.
18. You must not assign any of your rights under this Agreement without our prior written consent.
19. You must not subcontract any of your obligations under this Agreement other than to persons listed in Schedule F without our prior written consent. No subcontract, whether consented to or not,

relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations and you shall be liable for any breach of this Agreement by your subcontractors as if you had breached this Agreement yourself.

20. You must not provide any Services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
21. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
22. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

Pension Corporation's obligations

23. We will endeavor to provide you, in a timely manner, with such information in our possession that we consider necessary for your effective performance of the Services.
24. If you comply with this Agreement, we must pay you
 - (a) the fees described in Schedule B plus applicable taxes, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the maximum amount specified in the Statement of Work (SOW) (based on the rates set out in Schedule B) plus applicable taxes on account of fees and expenses.
25. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third-party claims that could arise in connection with the provision of the Services.
27. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
28. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

Termination

29. We may terminate this Agreement

- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you; and
- (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.

30. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

General

31. You are an independent contractor and not our employee, agent, or partner.

32. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.

33. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

34. Time is of the essence in this Agreement.

35. Any notice contemplated by this Agreement, to be effective, must be in writing and either

- (a) sent by email to the addressee's email address specified in this Agreement,
- (b) delivered by hand to the addressee's address specified in this Agreement, or
- (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received four (4) days after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

36. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.

37. No modification of this Agreement is effective unless it is in writing and signed by the parties.

38. This Agreement and any modification of it constitutes the entire Agreement between the parties as to performance of the Services and supersedes all oral representations and negotiations made between the parties prior to the commencement of the term described in Schedule A.

39. Any action or proceeding between the parties will be resolved exclusively by the courts of the Province of British Columbia. Each party hereby irrevocably accepts and submits to the exercise of exclusive personal jurisdiction over such party by such courts, agrees that venue will be proper in such courts and irrevocably waives and releases any and all defenses in such courts based on lack of personal jurisdiction, improper venue and forum non-conveniens..

40. Sections 6 to 12, 14, 16, 17, 19, 26, 28 to 31 and 40 and Schedule D – Privacy Protection Schedule continue in force indefinitely, even after this Agreement ends.

41. The schedules to this Agreement are part of this Agreement.

42. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) Schedule D - Privacy Protection Schedule, (2) the main body of this Agreement, (3) the schedules, and (7) any other documents referenced in this agreement.
43. In this Agreement, “we”, “us”, and “our” refer to Pension Corporation alone and never refer to the combination of the Contractor and Pension Corporation: that combination is referred to as “the parties.”
44. This Agreement does not operate as a permit, licence, approval or other statutory authority which you may be required to obtain from the Province of British Columbia or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by Pension Corporation of any statutory power or duty.
45. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy of faxed copy) and delivering it to the other party by fax.
46. You shall comply with, and shall ensure that all of your employees, subcontractors, and agents are informed of and comply with, all acceptable use, privacy, security and other policies or procedures that we provide or communicate to you or your employees, subcontractors, and agents from time to time.

Schedule A

The Contractor shall provide **xxxx** services for the Pension Corporation on an if and when requested basis. The Contractor shall deliver the services and products as detailed in the terms and conditions set out in this Master Services Agreement and in each applicable Statement of Work (SOW) as set out below (collectively referred to as the Services).

1. SERVICES

1.1 MSA Background

The parties entered into a Master Service Agreement (MSA) resulting out of **RFP #XXxxx-RFPxxx** where a general description of the work to be performed is described.

The principal business outcome of **the MSA is to**

1.2 Scope of Work

1.3 Key Personnel

1.4 Reporting processes

1.5 Escalation path

1.6 Resource substitution

1.7 Sub-Contractors

Schedule B

1. **Fees:** Maximum amount of fees, plus applicable tax under the MSA will be in accordance with the amount set in each Statement of Work (SOW) issued under this MSA. Fees for each SOW may be established on either a time or materials (hourly fees plus expenses) or fixed price basis based on a mutual agreement between the Pension Corporation and The Contractor. Hourly fees will be as per the resource rate table, and will be detailed under separate appendix attached to each SOW.
2. **Expenses:** Maximum amount for expenses, plus applicable taxes under the MSA will be set with each separate SOW issued out of this MSA.
3. **Statements of account:** : In order to obtain payment of any fees under this Agreement for a period from and including the first day of a month to and including the last day of the month (each a “billing period”), you must deliver to us on a date after the billing period (each a “billing date”), an invoice in a form satisfactory to us containing:
 - (a) your name, address and tax registration number;
 - (b) the date of the invoice, and the period to which the invoice pertains;
 - (c) an invoice number for identification;
 - (d) the contract number that will be assigned to each Statement of Work (SOW);
 - (e) calculation of fees being billed for, including the breakdown of days worked, units or deliverables provided, the number of hours worked and the hourly billing rate;
 - (f) a numbered chronological listing of billed allowable expenses with receipt (or copy thereof) as support, also in chronological order and numbered so as to allow for cross referencing to the travel claim form; and
 - (g) any other billing information reasonably requested by us.
4. **Billing address:** Invoices are to be emailed to ap.invoice@pensionsbc.ca and reference PO number **PO-BCPC####** and completed services.
5. **Payments due:** Within 30 days of our receipt of your invoice delivered in accordance with this schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this schedule.
6. **XXXX** will be the Contract Manager for Pension Corporation.
XXXX will be the Contract Manager for **[enter contractor name]**.
7. **Resources’ time tracking:** The Contractor will enter all resource time on projects and SOWs into the Pension Corporation’s time tracking system. The Pension Corporation will not approve timesheets in the Contractor’s time tracking system.
8. **Pension Corporation tax registration number:** 894725100 RT 0001

Schedule C – Insurance & WorkSafeBC

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Corporation:
 - a) **Commercial General Liability** in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Corporation as an additional insured,
 - ii. be endorsed to provide the Corporation with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - a) be primary; and
 - b) not require the sharing of any loss by any insurer of the Corporation.
3. The Contractor must provide the Corporation with evidence of all required insurance as follows:
 - a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Corporation evidence of all required insurance in the form of a completed Corporation of British Columbia Certificate of Insurance;
 - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Corporation within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Corporation of British Columbia Certificate of Insurance; and
 - c) despite paragraph (a) or (b) above, if requested by the Corporation at any time, the Contractor must provide to the Corporation certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule D - Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Corporation and the Contractor dealing with the same subject matter as the Agreement;
 - (d) “**privacy course**” means the Corporation’s online privacy and information sharing training course or another course approved by the Corporation; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Corporation to comply with the Corporation’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Corporation; and
- (c) unless the Agreement otherwise specifies the Corporation otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Personal Information –Collection

- 4. Unless the Agreement otherwise specifies or the Corporation otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Corporation provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Corporation otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Corporation to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide Services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those Services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Corporation to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Corporation, the Contractor must promptly advise the person to make the request to the Corporation unless the Agreement expressly requires the Contractor to provide such access. If the Corporation has advised the Contractor of the name or title and contact information of an official of the Corporation to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Corporation to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Corporation must advise the Contractor of the date the correction request was received by the Corporation.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Corporation, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Corporation, the Contractor must promptly advise the person to make the request to the Corporation and, if the Corporation has advised the Contractor of the name or title and contact information of an official of the Corporation to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of by the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

16. The Contractor represents that it has in place and agrees that it will continue to implement a privacy and security program, including administrative, organizational and technical measures designed to comply with the Contractor's statutory obligations under the Act and enable the Corporation to comply with the Corporation's statutory obligations under the Act with respect to personal information.
17. The Contractor will reasonably cooperate with and provide information for any privacy impact assessment conducted by the Corporation. The Contractor will promptly fix any privacy or security risks or breaches of security as they become known to the Contractor or as may be identified by the Corporation.
18. The Contractor's privacy and security program must include and comply with the data security requirements set out in the Data Security Schedule attached as Schedule H.

Storage of and Access to of Personal Information

19. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Corporation, by supporting the Corporation with completion of such assessments as may be required by law.
20. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Corporation in writing.
21. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Corporation upon request.

Retention of Personal Information

22. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Corporation in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

23. Unless the Corporation otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Corporation otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

24. Where the Contractor has or generates metadata as a result of Services provided to the Corporation, where that metadata is personal information, the Contractor will:

- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
- (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

25. Unless the Corporation otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Corporation if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

26. If in relation to personal information, the Contractor:

- (a) receives a third-party request for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Corporation.

27. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Corporation as required by section 23, the Contractor must instead:

- (a) use its best efforts to direct the party making the third-party request to the Corporation;
- (b) provide the Corporation with reasonable assistance to contest the third-party request; and
- (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Corporation as a "public body" under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Corporation; and
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

28. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, the Contractor will promptly (or in any case within forty eight (48) hours) notify the Corporation and provide details of any theft or loss, or unauthorized collection, use or

disclosure of personal information (a “Security Incident”).

Compliance with the Act and Directions

29. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Corporation under this Schedule.
30. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
31. The Contractor will provide the Corporation with such information as may be reasonably requested by the Corporation to assist the Corporation in confirming the Contractor’s compliance with this Schedule.

Notice of Non-Compliance

32. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Corporation of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

33. In addition to any other rights of termination which the Corporation may have under the Agreement or otherwise at law, the Corporation may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. To the extent of a conflict between the provisions of this Schedule and the provisions of the body of the Agreement, this Schedule will prevail.
36. Any reference to “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents agree to comply with the privacy and security requirements of this Agreement and the requirements of the Act applicable to them.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

38. If a provision of the Agreement (including any direction given by the Corporation under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
40. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.